

Remarks

Claims 1-28 are pending. Applicants assert that all claims are in condition for allowance as set forth more fully below.

102 Rejections

Claims 1-6, 10, 11, 17-20, and 24-28 stand rejected under 35 USC 102(e) as being anticipated by Hylton (5,613,190). Applicants respectfully traverse these rejections.

Each of the independent claims 1, 11, 20, and 26 include recitations to a wireless receiver receiving wireless signals on the second side of a right away where they are then provided to a multiplexer for combining with signals that have traversed the right of way from a first side to get to the multiplexer at the second side. This is significant in that the signals being received wirelessly do not have to traverse the right of way via some sort of cabling such that there is no franchise fee associated with the signals being received wirelessly. Hylton fails to disclose such wireless signals being received on the subscriber side of the right away.

FIG. 2, particularly FIG. 2A, shows that there is a pathway for telecommunications signals via the COT 1333 and video signals via the video source 1101. At best, Hylton discloses that some of the video material of video source 1110 may be digital off air. However, by the IWU 1130, the signals are within copper or fiber for the remainder of the trip to the subscribers. There is no disclosure at all that the IWU 1130 is on the subscriber side of a right of way requiring a franchise fee. Indeed, there is no disclosure of a right of way requiring a franchise fee at all. However, even if it is assumed that there is a right of way requiring a franchise fee, this right of way would be somewhere between the IWU 1130 and the subscriber such that there is no wireless receiver receiving wireless signals on the subscriber side of the right of way. It is evident that the right of way would be between the IWU 1130 and the subscriber due to the IWU 1130 servicing all subscribers such that there would be many right of ways between the IWU 1130 and the subscribers being serviced. Accordingly, the system of Hylton would suffer from the problems discussed in the background of the present application, namely, paying franchise fees for right of ways being crossed by video signals on their transit from the IWU 1130 to the subscribers.

Accordingly, claims 1-28 include recitations not disclosed by Hylton. Therefore, these claims are allowable over Hylton for at least these reasons.

103 Rejections

Claims 12 and 21 are rejected under 35 USC 103 as being unpatentable over Hylton. Claims 7-9, 13-16, 22, and 23 are rejected as being unpatentable over Hylton in view of allegedly admitted prior art. Applicants respectfully traverse these rejections.

As each of these claims depends from an allowable base claim, each of these claims is allowable for at least the same reasons. Furthermore, relative to claims 12 and 21, Hylton fails to disclose the satellite receiver and the receiver being on the customer side of the right of way. Applicants assert that it is not notoriously well known to locate a satellite receiver on a subscriber side of a right of way where the signal from the receiver is provided to a multiplexer to be multiplexed with other signals that have crossed the right of way rather than being received wirelessly on the subscriber side of the right of way. Regarding claims 7-9, 13-16, 22, and 23, Applicants assert that there was never an admission that the multiplexer be located on the subscriber side of the right of way for receiving signals received wirelessly on the subscriber side of the right of way.

Accordingly claims 12, 21, and claims 7-9, 13-16, 22, and 23 are also allowable for these additional reasons over the stated rejections.

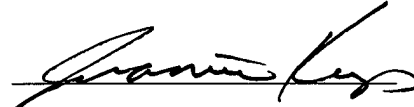
Conclusion

Applicants assert that the application including claims 1-28 is in condition for allowance. Applicants request reconsideration in view of the amendment and remarks above and further request that a Notice of Allowability be provided. **Should any issues remain, the Examiner is urged to contact the undersigned.**

No fees are believed due beyond a one month extension of time. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

Date: January 9, 2006

A handwritten signature in black ink, appearing to read "Jeramie J. Keys", written over a horizontal line.

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